

**MEMORANDUM OF AGREEMENT
BETWEEN
THE COUNTY OF RIO ARRIBA
AND
THE AGUA SANA WATER USERS ASSOCIATION**

This Memorandum of Agreement ("MOA" or "Agreement") is entered into the undersigned dates by and between the County of Rio Arriba, a political subdivision of the State of New Mexico (hereafter referred to as the "County"), and the Agua Sana Water Users Association, a Political Subdivision of the State of New Mexico, (hereinafter referred to as the "ASWUA"). The County and ASWUA shall hereinafter be referred to as the "parties".

WHEREAS, both parties have certain responsibilities for providing services to the public;
and

WHEREAS, both parties have developed and maintained capabilities to accomplish their respective responsibilities; and

WHEREAS, the County Manager is authorized to enter into this Agreement on behalf of the County; and

WHEREAS, the President is authorized to enter into this Agreement on behalf of ASWUA;
and

WHEREAS, this Agreement involves government to government support and cooperation, including the establishment of a "Community Center" for the community of Hernandez;

THEREFORE, it is agreed and understood by the parties that the terms of this MOA are as follows:

1. The County shall build a community center for the community of Hernandez on the two acre property owned by ASWUA for the use of the public, using County funds,



equipment and contractors, based on a design and plans in which ASWUA has contributed significant input. (See the site plan for the County Community Center, attached hereto.)

2. The parties agree that a land swap between the two will occur after construction of the community center is completed in order to balance the equities of the swap.
3. ASWUA agrees to transfer its two acre parcel to the County in order to provide the site for the Community Center.
4. In exchange the County will provide ASWUA with one acre of land, east of the Agua Sana Fire Department, adjacent to County Road 1, in dimensions mutually agreed to by the parties, as partial compensation for the two acre parcel.
5. The County will fully compensate ASWUA for the difference in the market value of the two acre ASWUA parcel and the one acre County parcel, by providing an office for ASWUA in the community center, to include utilities, without charge, for the period that ASWUA occupies the community center. ASWUA's occupation of the community center will be in effect automatically for consecutive ten year periods, until terminated by ASWUA in writing.
6. The difference in value of the two acre parcel and the one acre parcel will be determined by appraisal of the two parcels and such appraisal will be paid for by the County.
7. The County agrees to pay for the surveys required to effect this exchange of the ASWUA two acre parcel for the County one acre parcel.
8. Upon the completion of the Community Center, ASWUA shall occupy certain office

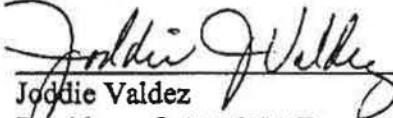


space within the building in order to replace its loss of its mobile office space from the exchange of the two acre parcel for the community center.

8. ASWUA's occupation of the office space shall be without the payment of rent or of any portion of the utilities, and such occupation shall be considered permanent, until such occupation is changed by the parties through a valid written modification or amendment of this MOA by either of the parties.
9. ASWUA shall pay for its telephone and security system.
10. The County will re-erect ASWUA's scadia tower within the two acre community center parcel.

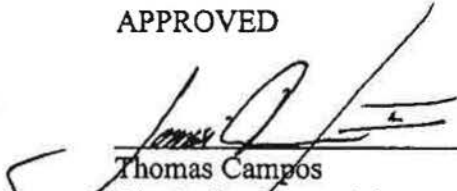
IN WITNESS WHEREOF each party to this Agreement has caused it to be executed as of the last date recorded herein.

APPROVED


Joddie Valdez
President of ASWUA Board

Date: 12/13/2013

APPROVED


Thomas Campos
Rio Arriba County Manager

Date: 12/13/13

